

LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513
BOARD OF COMMISSIONERS

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 04-306

Lancaster County intends to enter into a contract and invites you to submit a sealed bid to:

PROVIDE AND INSTALL ANNUAL REQUIREMENTS FOR EMERGENCY MANAGEMENT OUTDOOR WARNING SYSTEMS

MEETING OR EXCEEDING LANCASTER COUNTY'S SPECIFICATIONS

Sealed bids will be received by Lancaster County, Nebraska on or before **12:00 noon Wednesday, December 15, 2004** in the office of the Purchasing Agent, Suite 200, "K" Street Complex, located at 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read in the Bid Conference Room located on the First Floor of the "K" Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. All bids must be sealed. No FAX or emailed bids will be allowed. Late bids will not be considered.

COMMISSIONERS

*DEB SCHORR * LARRY HUDKINS * RAY STEVENS * BERNIE HEIER * BOB WORKMAN*
KERRY EAGAN, Chief Administrative Officer

**SEALED BID
SPECIFICATION NO. 04-306**

**BID OPENING TIME: 12:00 NOON
DATE: Wednesday, December 15, 2004**

ADDENDA RECEIPT: The receipt of the addenda to the specification number __ through __ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of Lancaster County for the below listed project, the Contract Documents and all other terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, performance and payment bonds, materials and equipment in strict accordance with the plans and specifications as prepared by the County for the consideration of the amount set forth in the following price schedule:

**Annual Requirements
OUTDOOR WARNING SYSTEM**

Location to be within Lancaster County on an As-Needed-Basis

LUMP SUM OFFER - provide and install new warning system per specification: \$ _____ **Per system**

LUMP SUM OFFER - remove old/existing warning system per specification: \$ _____ **Per system**

Manufacturer of the new siren system: _____

RENEWAL OPTION:

The County reserves the right to renew any contract awarded from this RFB for two (2) additional one(1) year period(s). All renewals shall be on an annual basis and under the same terms and conditions of the original contract.

ANNUAL PRICE ADJUSTMENT FOR LONG TERM FIXED PRICE CONTRACTS:

Unit Prices for each line item shall be fixed for one year from the contract start date. On contract anniversaries and renewals, unit prices may be adjusted for the next year in accordance with manufacturer's published price adjustments. Any price adjustments shall be mutually agreed upon by the County Purchasing Agent and the supplier. Price increases will not exceed 4% for any anniversary price adjustment or contract renewal period. Price reductions may be issued at any time.

The County reserves the right to terminate contract without further obligation by either party in event price increases are not acceptable. Escalating factors will not be automatically granted. Requests for price increases shall be in writing and accompanied by manufacturer's price lists or other manufacturer's documentation acceptable to the County. The request shall state the percentage increase and the revised price for each affected contract item. No increases will be granted without prior approval of the Purchasing Agent..

BID BOND (bid security) required: X YES, amount \$500

**NOTE: RETURN 2 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 04-306**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to Lancaster County, and to enter into a contract if this offer is accepted.

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE NO.

(Date)

**FAX NO.
Email: _____**

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

SPECIFICATIONS

OUTDOOR WARNING SYSTEM

GENERAL INFORMATION

1. SCOPE OF THE PROJECT:

- 1.1 The Lancaster County Emergency Management Agency (County) intends to enter into a contract with the Successful Bidder to provide and install, on an As-Needed-Basis, complete usable dual outdoor warning systems, as required by the State of Nebraska Emergency Management Agency.

2. SITE OF THE INSTALLATION:

- 2.1 The site of the installations shall be within Lancaster County, Nebraska.
 - 2.1.1 It is estimated the County will require approximately six (6) outdoor warning systems with removal of old/existing systems in the calendar year of 2005.
- 2.2 Maps of all existing sites are on file in the office of the Lancaster County Emergency Management Agency located at: Justice and Law Enforcement Center, 575 South 10th Street, Lincoln, NE, 68508.
- 2.3 Each bidder shall be responsible for inspecting the installation sites to ascertain exact locations and shall indicate any recurring cost involved, such as leased lines, and any special installation costs, such as electrical transformers, meters, etc.
 - 2.3.1 Failure to visit the site will in no way relieve the bidder from providing any materials or equipment, or performing any work necessary for successful project completion at no additional cost to the County.
 - 2.3.2 Bids shall not reflect recurring power supply costs.

3. CONTRACTS, BONDING, AND INSURANCE:

- 3.1 A \$500 Bid Bond or other acceptable bid security (See "Instructions to Bidders") shall be submitted with each bidder's offer.
- 3.2 The successful contractor will enter into a contract agreement with the County to provide and install the equipment herein stated.
- 3.3 Successful bidder shall provide insurance in the amounts stated in the attached insurance information sheet naming the County as an additional insured.
 - 3.3.1 Insurance certificate shall be submitted with the contract documents after award of the project.
- 3.4 The successful bidder must furnish construction/payment bonds, with the contract documents, in a sum not less than the contract price.

4. LITERATURE AND WARRANTY:

- 4.1 A statement of all applicable manufacturer's and contractor's warranty terms and conditions must accompany your bid.
 - 4.1.1 Bids shall include not less than a one (1) year warranty on all parts and labor for the installation.
- 4.2 Manufacturers product literature and an itemized material list of the major system components shall accompany your bid, including a quantity and unit cost breakout.

5 GENERAL INFORMATION:

- 5.1 The intent of this bid is to secure a contractor or contractors who will provide for the furnishing of complete usable directional electro-mechanical sirens.
- 5.2 Stated requirements are minimums, however, items which exceed these in type and/or quality will be acceptable unless otherwise stated.
- 5.3 Supplies and components not specifically mentioned in the specifications, but which are required to provide a complete system shall be included as part of the items incorporated into this bid.
 - 5.3.1 All items shall be furnished complete with all mechanical equipment required for proper operation, all components outlined on the specifications, and additional items required by the design of the system.
 - 5.3.2 All material shall be of substantial construction, designed for long life under diversified working conditions.
 - 5.3.3 Prices quoted shall include complete installation with all mechanical and electrical equipment required for proper operation to make the system functional and ready to use.

6 BRAND NAME AND/OR MANUFACTURER:

- 6.1 Each bidder must set forth in their proposal the BRAND NAME AND/OR MANUFACTURER of the items they are bidding.
 - 6.1.1 Bids that are vague and indefinite or incomplete will not be considered.
- 6.2 *The current emergency preparedness system consist entirely of **Federal Signal** brand sirens, therefore, for the purposes of compatibility and continuity, only Federal Signal brand directional electro-mechanical sirens will be accepted.*

7 CONTRACTOR RESPONSIBILITIES:

- 7.1 Bidder shall submit with the bid response, a work schedule **detailing** all installation steps and include the time frame for expected project completion.
- 7.2 Contractor shall carry out the services in such a manner as will not cause nuisances hazards and/or delays by providing sufficient equipment and labor to guarantee completion of the services in accordance with the time frames established.
- 7.3 The Contractor will have **ninety (90) calendar days** from placement of an order to complete the installation.
- 7.4 Contractor shall notify the County immediately when the project is ready for final hook-up.
- 7.5 Contractor is to perform a complete test of the sirens to ensure the systems are functioning per manufacturers specifications.

8 COUNTY RESPONSIBILITIES:

8.1 The Contractor's detailed work schedule shall be approved by an authorized representative of the County, and may be amended by mutual agreement of the County and Contractor.

8.1.1 For the purpose of this contract the county's authorized representative and project manager shall be:

Doug Ahlberg, Emergency Management Coordinator

Justice & Law Enforcement Center

575 So. 10th Street

Lincoln, NE 68508

Phone: 402-441-7441

FAX: 402-441-7407

8.2 The County shall be responsible for arranging final hook-up of the system to appropriate electrical company power source.

8.2.1 Contractor will be notified immediately upon completion to arrange a time for final testing of the sirens and coordination of final hook-up.

8.3 System must be fully tested and perform to the satisfaction of the authorized representative.

8.3.1 Payment will only be authorized upon successfully completing required tests of the new systems.

9 EVALUATION CRITERIA:

9.1 The award will be made to the lowest responsive and responsible bidder.

9.2 The lowest responsive and responsible bidder will be judged on the basis of price, conformance to specifications, quality of work, delivery time, payment terms, and in the best interest of Lancaster County, all factors being considered.

9.3 The County reserves the right to consider historic information and fact, whether gained from the bidder's proposal, references, or any other source, in the evaluation process.

10 QUALIFIED VENDOR:

10.1 Each bidder shall be a qualified Federal Signal supplier who is regularly engaged in the business of furnishing and installing the type of equipment listed herein.

10.2 Each bidder shall be within ninety (90) minutes of Lancaster County and operate an authorized service center.

10.3 Each bidder shall have at least five (5) available references of successful installed units.

11 MATERIAL:

11.1 All items shall be top-grade and first quality, as set forth in the specifications.

11.2 Any item received damaged or imperfect in any way and/or found to be unsatisfactory for County use will be returned to the Contractor at the Contractor's cost, who shall make a replacement at no charge or expense to the County.

11.3 The County shall look to the contractor for replacement and will not look to the shipper or carrier in any event in this regard.

12. EQUIPMENT REQUIREMENTS:

- 12.1 Bids shall include all equipment for mounting sirens, poles and platforms as required, including hardware, shipping and installation costs.
 - 12.1.1 Any additional items deemed necessary by the bidder for a complete and functional system shall be listed and priced by the bidder on his proposal documents.
- 12.2 The following is a list of the major components required for a typical system:
 - 12.2.1 360 degree rotating electro-mechanical Siren, not less than 127 dBC, 2-signal (pole mount included), limited to 6 hp maximum signal phase load:
Federal Signal #2001SRN, voltage: 48 VDC
 - 12.2.2 Siren Control Unit: **Federal Signal #2001AC**, voltage: 240 VAC, 60Hz
 - 12.2.3 Radio Receiver/Decoder Unit: **Federal Signal DFCH**, voltage: 120/249 VAC, 60 Hz
 - 12.2.4 Whip antenna for receiver/timer: **Federal Signal 10A6*** (Hi-Band)
 - 12.2.5 Tone squelch decoder for radio receiver: **Federal Signal CTCSS** decode
 - 12.2.6 Pole (50' class two) and Mounting hardware as needed.
 - 12.2.7 Install completely and fully integrate items 1-7, including all necessary materials, supplies, equipment and labor to complete the installation and final testing.
 - 12.2.8 Removal and return (to Lancaster County Emergency Mgt.) of siren, pole, etc. located at existing county location.
- 12.3 The radiotrol receiver is to be configured as follows:
 - 12.3.1 Primary receiver frequency: 155.250 MHz
 - 12.3.2 Duo-tones - CTCSS 103.5
High Band, two tone sequential, frequency etc. to be provided to successful bidder.

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA
PURCHASING DIVISION

1. BIDDING PROCEDURE

1. Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
 - 2.4.2 For all other contracts: upon approval by the County of the executed contract and bonds.
- 2.5 County shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the County's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the County's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to

inventions, copyrights, patents and patent rights.

- 4.2 The bidder agrees to hold the County harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the County; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the County prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County Staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.

- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the County's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.
- 11.2 Such demonstration can be at the County delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate County personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the County of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the County at the location specified by the County, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the County, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the County that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the County of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the County, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/systems that does comply with this Specification and Agreement.
 - 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the County; and
 - 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the County reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Lancaster County, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County, and as the County deems will best serve their requirements.
- 15.5 The County reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the County.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the County or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

19. AFFIRMATIVE ACTION

- 19.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

INSURANCE CLAUSE FOR ALL COUNTY CONTRACTS

The Contractor shall indemnify and save harmless, to the fullest extent allowed by law, Lancaster County, Nebraska from and against all losses, claims, damages and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by LANCASTER COUNTY, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

A. Workers' Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation - Required limits:

Coverage A - Coverage will include Statutory requirements

Coverage B - Employers Liability

\$100,000 Each Person

\$100,000 Each Person by Disease

\$500,000 Policy Limit - Disease

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting him and Lancaster County against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

Commercial General Liability (form CG0001 or equivalent) with limits of:

\$1,000,000 Each Occurrence

\$1,000,000 Personal Injury

\$2,000,000 Products/Completed Operations

\$2,000,000 General Aggregate

and:

1. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.

2. There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.
 3. Coverage shall also include Products/Completed Operations.
 4. **Lancaster County shall be named as Additional insured (CG2010 or equivalent).**
 5. The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG 25 03 or equivalent).
- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:
- | | |
|-----------------------------------|---------------------------------|
| Bodily Injury and Property Damage | 1,000,000 Combined Single Limit |
|-----------------------------------|---------------------------------|
- D. Builder's Risk Insurance: **(For Building Construction Contracts Only)** Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide coverage for all direct physical loss (also known as "Special Causes of Loss"). Such insurance shall be written on a Replacement Cost basis covering such building in the amount equal to one-hundred percent (100%) of the contract amount (minimum) as specified herein. Losses, if any, shall be made payable to LANCASTER COUNTY and Contractor as their interest may appear. A certificate of insurance evidencing such insurance coverage shall be filed with LANCASTER COUNTY by the time work on the building begins and such insurance shall be subjected to the approval of LANCASTER COUNTY.
- E. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by LANCASTER COUNTY.
- F. Certificate of Insurance: All Certificates of Insurance shall be filed with LANCASTER COUNTY on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing LANCASTER COUNTY is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide LANCASTER COUNTY thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

The original certificate shall be provided to Lancaster County as designated and a copy to: Office of Risk Management, Lancaster County (555 So. 9th Street, Lincoln, NE 68508)

**SPECIAL PROVISIONS
FOR
CONSTRUCTION CONTRACTS**
PURCHASING DIVISION
LANCASTER COUNTY, NEBRASKA

1. CONTRACT DOCUMENTS

- 1.1 Copies of the plans, specification and contract documents may be obtained at the office of the Purchasing Agent.
- 1.2 Bidders are required to examine the same, and satisfy themselves that all requirements are fully understood.

under the provisions of Section 48-601 through 48-669, Nebraska Reissue revised Statutes for 1943, on wages paid to individuals employed in the performance of the contract.

2. PROJECT MANAGER

- 2.1 The definition of "Project Manager" as used in this Specification Document shall mean the **Doug Ahlberg, Emergency Management Coordinator** or by or through that person's duly authorized assistants.

7. HEALTH AND SAFETY REGULATIONS

- 7.1 The contractor and his subcontractors shall in all respects comply with the terms and provisions of Sections 48-425 through 48-435, Nebraska Reissue Revised statutes of 1943, generally pertaining but not limited to scaffolding and flooring, and shall perform fully on behalf of the County such requirements as said sections may impose upon the County.
- 7.2 The Contractor and his subcontractors shall likewise comply and perform with respect to any and all other applicable health and safety regulations.

3. SITE VISITATION

- 3.1 Bidders shall inform themselves of the conditions under which the work is to be performed, concerning the site of work, the structures, obstacles which may be encountered and all other relevant matters concerning the work to be performed.
- 3.2 The contractor will not be allowed any extra compensation by reason of any matter or thing concerning which he might fully have informed himself prior to bidding.
- 3.3 Bidders shall contact the Project Manager at **Doug Ahlberg, 402-441-7441** to arrange such site inspection.

8. DELAYS

- 8.1 With written permission of the Project Manager, the completion date may be extended if unsuitable weather or any force majeure should halt progress during the construction period.

4. ESCALATOR CLAUSE

- 4.1 An escalator clause or any qualification of price conditions which makes it possible to bill at a price higher than price quoted will disqualify the bid, unless such maximum billing price or percentage of increase is definitely shown on the Proposal, in which case such higher price will be used for comparison of bids.

9. CLEAN UP

- 9.1 The Contractor shall be responsible for keeping the premises free of waste materials or rubbish resulting from his operations or the operations of his subcontractors.
- 9.2 The Contractor shall remove equipment, scaffolding and surplus materials from the premises when the need for keeping them on the job no longer exists.

5. CONTRACT, BONDS AND INSURANCE

- 5.1 Within fourteen (14) calendar days after the award of bid, the successful bidder must execute a written contract between the bidder and the County, which contract will incorporate the County's specification documents, and be on contract forms provided by the County.
- 5.2 Also within such period, the successful bidder must furnish construction bonds, in a sum not less than the contract price executed by the bidder and by a corporate surety company authorized to transact business in the State of Nebraska. See sample bonds & commentary, attached.
- 5.3 Within such period, the successful bidder must furnish evidence of insurance in accordance with the attached "Insurance Clause to be Used for All County Contracts".

10. INSPECTIONS

- 10.1 Inspections in general will be conducted by Project Manager.
- 10.2 The contractor shall be responsible for contracting City Building and Safety Department for inspections required by City Codes for this type of public improvement.

11. ACCESS AND PARKING

- 11.1 The Contractor shall park all vehicles in an area as designated by the Project Manager during construction.
- 11.2 Access to the construction site shall be gained as directed by the Project Manager.

12. PERMITS, FEES AND NOTICES

6. UNEMPLOYMENT COMPENSATION FUND

- 6.1 The contractor and his subcontractors must pay to the Unemployment Compensation Fund of the State of Nebraska, unemployment contributions and interest due

- 12.1 Contractors shall secure all permits, licenses and certificates of inspections and occupancy that may be required by the City of Lincoln.
- 12.2 Contractor will be required to pay for said permits, licenses and certificates for this project: [X] **YES** [] **NO**.

13. ERRORS AND OMISSIONS

- 13.1 If any errors or omissions are found in the drawings or specifications or other documents during construction, the Contractor shall notify the Project Manager of such error or omission, and request clarification before proceeding with the work.

14. TEMPORARY UTILITIES

- 14.1 The contractor shall be responsible for securing and setting up all needed temporary utilities.

15. PRE-CONSTRUCTION CONFERENCES

- 15.1 Prior to starting any work, the contractor shall meet with the Project Manager for clarification of construction procedures and work to be accomplished.
- 15.2 At this time the contractor shall present his planned work schedule together with estimated completion date.

16. PROGRESS SCHEDULE

- 16.1 The Contractor, immediately after being awarded the contract, shall prepare and submit for the Project Manager's approval an estimated progress schedule for the work.
- 16.2 The progress schedule shall be related to the entire project to the extent required by the Contract Documents.
- 16.3 This schedule shall indicate the dates for the starting and completion of the various states of construction and shall be revised as required by the conditions of the work, subject to the Project Manager's approval.

17. GUARANTEE

- 17.1 As a minimum requirement of the County, the contractor shall guarantee all materials and workmanship for a period of one (1) year following completion of the project.

18. NOTICE TO PROCEED

- 18.1 The Contractor shall not begin construction until receiving written "Notice to Proceed" from the Project Manager.

19. PURCHASING AGENT APPOINTMENT AND EXEMPT SALE CERTIFICATE

- 19.1 The Contractor performing work for Lancaster County will be issued a Purchasing Agent Appointment and Exempt Sale Certificate signed by the Purchasing Agent.
- 19.2 It is to be used by the Contractor and his Subcontractors when purchasing tangible personal property to be actually incorporated into the contract work.
- 19.3 It does not apply to either:
1. The purchase of materials to be used but not incorporated into the contract work, including but limited to, form lumber, scaffolding, etc., or
 2. The purchase or rental of machinery, equipment or tools owned or leased by the Contractor or his subcontractors and used in performing the contract.
- 19.4 The contractor may reproduce copies of the original of the aforesaid document to furnish to his or his subcontractor's suppliers on each invoice or order.

- 19.5 The Contractor (or Subcontractor for the subcontractor's suppliers) shall enter the supplier's name and address, the date, the invoice or order number, a description of the items, and the amount in the spaces provided and shall sign the certificate on the line provided for the "Purchaser's Agent".

20. LIQUIDATED DAMAGES

- 20.1 If the Contractor fails to complete the Contract prior to the completion date, considering approved extensions of time, liquidated damages will be charged for each working day that the work remains incomplete.
- 20.2 Working days shall be considered any day except Saturday, Sunday, or County authorized holidays, which the contractor is not prevented by weather, soil conditions, or other conditions beyond the contractor's control, as determined by the County Project Manager, from proceeding with work to complete the contracted project.
- 20.3 The amount of liquidated damages will be deducted from the money due the Contractor prior to final payment or in the case where the remaining amount due the Contractor is less than the total amount of liquidated damages, the County shall have the right to recover the difference from the Contractor or his Surety.
- 20.4 Unless specifically amended or modified by the special provisions, the schedule below shall establish the daily amount of the liquidated damages:

BID AMOUNT:

UP TO AND	LIQUIDATED DAMAGES
<u>MORE THAN</u>	<u>INCLUDING</u>
<u>\$</u>	<u>PER WORK DAY</u>
0	\$ 100
100,000	200
500,000	300
1,000,000	400
AND UP	

- 20.5 The amounts set forth in the above schedule are not to be considered punitive, but rather predetermined and reasonable amounts to compensate for the detriment to the public and to defray expenses incurred by the County due to the delay in the completion of the project.

21. ASBESTOS

- 21.1 No materials whatsoever shall be utilized in the construction, reconstruction or remodeling which may contain asbestos as defined under Nebraska Asbestos Control Act, Article 71, Section 71-6301 through 71-6317 of the Revised State of Nebraska Code.
- 21.2 The removal of any asbestos containing material shall be in strict compliance with the said Nebraska Asbestos Control Act and appropriate Occupation Safety and Health Administration (OSHA) Regulations including but not limited to 29CFR, 1910-1200, 1926-58 and 1910-1001 and the Environmental Protection Agency, (EPA) NESHAPS Standard for Asbestos 40CFR 61 Subpart A and M covering emission standards, 42 USCA 7401-7642 - CLEAN AIR ACT, 40 CFR Part 763 Subpart G-Asbestos Abatement Projects, 40 CFR Part 763.120 Subpart G-Worker Protection Rule and such other local, state or federal applicable rules or regulations.

22. LAWS

- 22.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.